

Form 210A (10/06)

## United States Bankruptcy Court Southern District Of New York

In re Lehman Brothers Holdings, Inc., et al., Chapter 11 Case No. 08-13555 (JMP)

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

**DEUTSCHE BANK AG, LONDON BRANCH**  
Name of Transferee

**MIZUHO SECURITIES CO, LTD.**  
Name of Transferor

Name and Address where notices to transferee  
should be sent:

Deutsche Bank AG, Hong Kong Branch  
55/F Cheung Kong Center  
2 Queen's Road Central  
Hong Kong  
Attention: Jack Tsai  
Email: jack.tsai@db.com  
dpg.execution@db.com

Phone: +852 2203 8660  
Last Four Digits of Acct #: 44616

Court Claim # 44616  
Amount of Claim: USD197,374.52  
(converted from JPY20,856,566)  
ISIN: XS0366384609  
Item 568 on Schedule 1 of Proof of Claim  
Date Claim Filed: 23/10/2009  
Phone: +813 5208 3778  
Attn: Mr. Katsunori Tanaka  
Email: katsunori.tanaka@mizuho-sc.com  
Last Four Digits of Acct. #: 44616

Name and Address where transferee payments  
should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:   
Transferee's Agent  
Managing Director

Date: 7th January, 2011

  
Henry Wu  
Director

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.*

Form 210B (10/06)

**United States Bankruptcy Court**  
Southern District Of New York

In re Lehman Brothers Holdings, Inc., et al. , Chapter 11 Case No. 08-13555 (JMP)

**NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

Claim No. 58919 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on \_\_\_\_ January, 2011 (date).

Name of Transferor:  
Mizuho Securities Co., Ltd.

Name of Transferee:  
Deutsche Bank AG, London Branch

Address of Alleged Transferor:  
Otemachi First Square 1-5-1 Otemachi  
Chiyoda-ku  
Tokyo 100-0004  
Japan

Address of Transferee:  
Deutsche Bank AG, Hong Kong Branch  
Level 60 International Commerce Centre  
1 Austin Road West, Kowloon  
Hong Kong

Attention: Katsunori Tanaka  
Tel: +813 5208 3778  
Email: katsunori.tanaka@mizuho-sc.com

Attention: Jack Tsai  
Tel: +852 2203 8660  
Email: jack.tsai@db.com  
Dpg.execution@db.com

**~~DEADLINE TO OBJECT TO TRANSFER~~**

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

\_\_\_\_\_  
**CLERK OF THE COURT**

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Mizuho Securities Co., Ltd.** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **Deutsche Bank AG, London Branch** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of JPY20,856,566 specified in Schedule 1 attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to Item 568 listed in Schedule 1 to the Seller's Proof of Claim Number **44616** filed by or on behalf of **Mizuho Securities Co., Ltd.** (the "**Proof of Claim**") against **Lehman Brothers Holdings, Inc.**, debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to

indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim. Each of the Seller and the Purchaser shall be solely responsible for all costs and expenses (including legal expenses) incurred by it with respect to the negotiation, preparation, execution and filing of this Agreement and Evidence of Transfer.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 7th day of January, 2011.

**MIZUHO SECURITIES CO., LTD.**

By:   
Name: Kikuo Watanabe  
Title: Head of Foreign Securities Operations Office

Otemachi First Square 1-5-1 Otemachi  
Chiyoda-ku  
Tokyo 100-0004  
Japan

**DEUTSCHE BANK AG, LONDON BRANCH**

By:   
Name: Ted Macri  
Title: Managing Director

  
Henry Wu  
Director

c/o Deutsche Bank AG, Hong Kong Branch  
Level 60 International Commerce Centre  
1 Austin Road West, Kowloon  
Hong Kong

Schedule 1

Transferred Claims

Purchased Claim

100% of JPY20,856,566 (the outstanding amount under item 568 of Schedule 1 of the Proof of Claim as of 7th January, 2011) (converted into USD197,374.52 at the rate of USD1=JPY105.67, being the FRB Exchange Rate prevailing on 15th September, 2008 )

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Clearstream Blocking Number	Accrued Amount (as of Proof of Claim Filing Date)
JPY132,158,000 Equity Linked Notes due June 19, 2013	XS0366384609	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY20,332,000	10.80%	19th June, 2013	CA30994	JPY524,566